Date Filed: September 23, 2026

Witness: Edward A. Davis and Kimberly R. Parsons
Request from: New England Connectivity and Telecommunications Association

Question:

Reference Exhibit CLP-RATES 3, p. 162:

a. Provide all documentation, calculations, inputs and assumptions supporting the Third Party Overlash Fee.
b. Explain the basis for the increase in the Third Party Overlash Fee.
c. Explain the basis for the Third Party Overlash Fee, including when the Company assesses this charge.
d. Provide all documentation, calculations, inputs and assumptions supporting the Unauthorized Attachment/Overlash Fee.
e. Explain the basis for the increase in the Unauthorized Attachment/Overlash Fee.
f. Explain the basis for the Unauthorized Attachment/Overlash Fee, including when the Company assesses this charge.
g. Provide all documentation, calculations, inputs and assumptions supporting the Non-Conforming Construction/Shifting Fee.
h. Explain the basis for the increase in the Non-Conforming Construction/Shifting Fee.
i. Explain the basis for the Non-Conforming Construction/Shifting Fee, including when the Company assesses this charge.

Response:

Please refer to NECTA-084, Attachment 1 through NECTA-084, Attachment 4, for the CATV, Telecom and Municipal Third Party Pole Attachment Agreements. These documents contain language that defines the fees, when they apply and how they are assessed.

Please also refer to the DPUC's Final Decision (Dated June 30, 2010) in Docket No. 09-12-05 where the Department found that "these fees were established based on the estimated costs that CL&P expects to incur to perform specific pole attachment activities. The Department also finds that these fees are in accordance with fees being charged by other pole owners in Connecticut. The Department therefore finds the fees to be reasonable. Therefore, the fees are approved and will take effect July 1, 2010."

a. Please refer to the Company's response to NECTA-081[i].

b. The Third Party Overlash Fee is equal to the relevant pole attachment rate. As the CATV and Telecom pole attachment rates increase/decrease, the Third Party Overlash Fee increases/decreases as well.

c. Please refer to the Company's response to NECTA-081.

d. Please refer to the following:

- The Company's Pole Attachment Agreements.

- The DPUC's Final Decision (Dated June 30, 2010) in Docket No. 09-12-05, where the Unauthorized Attachment/Overlash Fee was defined as a one-time fee that is assessed per pole for each installation of equipment in which the attaching entity failed to seek prior approval. The fee is estimated on the cost associated with updating records and other administrative activities to ensure the Company's records reflect field conditions and as a penalty to induce compliance.

- Public Service Co. of Colorado v. F.C.C., 328 F.3d 675, 679-680 (May 16, 2003), in which the United States Court of Appeals for the District of Columbia Circuit, reviewed the terms of a Colorado utility pole owner's attachment agreement with a cable company and stated that the FCC's setting of an "unauthorized attachment" rate at five times the annual pole attachment rental rate plus interest, was not arbitrary or capricious.

e. The Unauthorized Attachment/Overlash Fee is set at five times the relevant pole attachment rate. As the CATV and Telecom pole attachment rates increase/decrease, the Unauthorized Attachment/Overlash Fee increases/decreases proportionately.

f. The Unauthorized Attachment/Overlash Fee is assessed whenever facilities are attached to Eversource poles without following the pole application process to gain access appropriately.

g. Please refer to the following:

- The Company's Pole Attachment Agreements.

- The DPUC's Final Decision (Dated June 30, 2010) in Docket No. 09-12-05, where the Non-Conforming/Shifting Fee is defined as a fee that is assessed per pole, per day for each installation of equipment that does not conform to applicable pole attachment requirements and also is assessed when a pole attacher fails to timely shift its equipment in compliance with the pole shifting time frame.

h. Consistent with the Unauthorized Attachment/Overlash Fee, the Non-Conforming Construction/Shifting Fee is set at five times the relevant pole attachment rate. As the CATV and Telecom pole attachment rates increase/decrease, the Non-Conforming Construction/Shifting Fee increases/decreases proportionately.

i. Please refer to the Company's pole attachment agreements. This fee is assessed when an attaching entity fails to perform rearrangement or shifting within the time period specified and/or fails to provide notice to the pole owner of completion within the time period specified. This fee applies on a daily basis, per rearrangement or shift location until notification from the attaching entity that the work has been completed.

Prior Referenced Response:

[i] NECTA-081 Question:

Reference Exhibit CLP-RATES 3, pp. 162 and 174. Each year for the past five years, identify the number of entities that have paid any third party overlash fees and the total dollar amount of such payments. Provide the data separately by Wire-Based CATV Pole Attachment Tariff versus Wire-Based Telecom Pole Attachment Tariff.

NECTA-081 Response:

As reflected in the PURA approved Pole Attachment Agreement, Article VIII, Section 3(b):

> b. The Third Party Overlash Fee will be assessed on a per Pole basis as set forth in the current schedule of rates in **Exhibit E**. This fee is paid to the Licensor by the Sub Licensee and is in addition to the Pole Attachment License Fee paid by the Licensee. Provided, however, notwithstanding the foregoing provisions in this paragraph or any other provision in this Agreement, (y) Licensor will not charge the Third Party Overlash Fee in **Exhibit E** when Licensee seeks to overlash another Attachment owned by Licensee or its Affiliate, as long as (i) Licensee complies with the Overlash requirements in Article IV and this Agreement, and (ii) the Licensor determines that the proposed Overlashing does not fall outside of the vertical space or footprint reserved for the Licensee's original Attachment; and (z) Licensor will charge the Third Party Overlash Fee in **Exhibit E** when Licensee seeks to overlash another Attachment owned, leased or controlled by an entity other than Licensee or its Affiliate.

The Agreement provides for a Third Party Overlash Fee to be assessed on a per-pole basis when a Licensee seeks to overlash an attachment owned, leased, or controlled by an entity other than the Licensee or its affiliate. However, the Agreement further provides in Article VIII, Section 3(b)(y) that no Third Party Overlash Fee will be charged when the Licensee overlashes its own attachment or that of an affiliate, provided the Licensee complies with the Agreement's overlash requirements and the overlash remains within the vertical space or footprint reserved for the original attachment.

Eversource has reviewed its records for the requested period and has identified no instances during the last five years in which a Third Party Overlash Fee was charged or collected under either the Wire-Based CATV Pole Attachment

Tariff or the Wire-Based Telecom Pole Attachment Tariff. Accordingly, the number of entities paying Third Party Overlash Fees during the period was zero.